

Field Groups - Demo Companies
STANDARD TERMS AND CONDITIONS

BY YOUR "CLICK" ON THE "APPROVED AND ACCEPTED" ICON AT THE END OF THE TERMS & CONDITIONS AND BY ACCESSING OR USING THE SERVICES OR THE SOFTWARE, YOU ON BEHALF OF THE ENTITY THAT YOU REPRESENT (REFERRED TO HEREIN AS THE "SUPPLIER") AGREE AND ACKNOWLEDGE THAT YOU ARE AGREEING TO THESE STANDARD TERMS & CONDITIONS. These Standard Terms and Conditions are made by and between Supplier and VOLT Systems, LLC, a Missouri limited liability company, ("VOLT"). This Agreement is effective as of the date of your "Click" on the icon ("Effective Date").

RECITALS

WHEREAS, Walmart Inc. ("Walmart") has reviewed these Standard Terms and Conditions; and

WHEREAS, Walmart and VOLT entered into an agreement (the "Walmart Agreement") whereby VOLT developed customized software for Walmart, focused on mobile sign in/sign out functions to optimize efficiencies for use in Walmart stores by Walmart's retail site supplier partners and WALMART; and

WHEREAS, Supplier currently conducts, or desires to conduct, merchandising activities within Walmart retail stores, and is or will be a party to agreements with Walmart, and Walmart requires Supplier to use such customized software for the benefit of Walmart;

NOW, THEREFORE, Supplier and VOLT desire to enter into this Agreement as contemplated under the Walmart Agreement and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

AGREEMENT

1. Definitions. The capitalized terms used in this Agreement, except where specifically defined to the contrary herein, shall have the following meanings:

(a) "Confidential Information" means any information relating to or disclosed in the course of the provision of Services hereunder that is or should be reasonably understood to be confidential or proprietary to the disclosing and receiving party including, without limitation, technical or non-technical data, product or service plans, developments, processes, designs, techniques, devices, formulae, software (whether

owned by, licensed by or sublicensed by a party hereto and including both source and object code), business plans, and agreements with third parties. "Confidential Information" shall not include information (1) already lawfully known to the receiving party at the time of disclosure by the disclosing party, (2) generally known to the public through no act or fault of the receiving party, or (3) lawfully obtained from any third party that, to the knowledge of the receiving party, has no duty or obligation of confidentiality to the disclosing party with respect to such information.

(b) "End User" means any employee, independent contractor, invitee, or other person who is authorized by the Supplier to use the Services, who receives a user name or password or for whom an account is created to use the Software or who makes any use of the Software to obtain or communicate information or access services as authorized by the terms of this Agreement.

(c) "License" and "License Fee" shall have the meaning ascribed to such terms in Article 2 of this Agreement.

(d) "Services" means all services offered by VOLT through the Software that can be accessed by End Users, and any other services provided by VOLT under this Agreement.

(e) "Supplier Data" means any and all data and materials, including photos, uploaded or otherwise supplied by Supplier or Supplier's employees, agents or representatives, or which is captured, uploaded, stored, processed, accessed, recovered or restored in any manner by or for Supplier or Supplier's employees, agents or representatives, in connection with the Services rendered by VOLT. Supplier Data shall include any updates to such data that Supplier may make from time to time. Notwithstanding anything herein, Supplier Data shall be limited to that information and data expressly set forth in Sections 4(b) and (c), herein.

(f) "Software" means the customized web-based portals and mobile app developed by VOLT with mobile sign in/sign out functions to optimize efficiencies in the Stores during each instance an End User indicates he or she is checking into or out of the Store.

(g) "Store" means a Walmart retail store. This Agreement does not apply to Sam's Clubs.

2. Grant of License.

(a) VOLT grants to Supplier the right to acquire one or more non-exclusive licenses (each a "License") to use the Software, including any Releases, Documentation, third-party and other enabling technology for a fee (the "License Fee") of Zero and 00/100 Dollars (\$0.00) per year, per End User.

(b) Upon completion of certification and verification as prescribed by Supplier, a digital badge shall be issued by VOLT for each License granted to Supplier under Section 2(a); which VOLT shall mail to Supplier for distribution to their End Users.

(c) Each License issued under Section 2(a) shall become effective as of the Effective Date and shall continue for a period of one (1) years thereafter (the "Initial Term"), subject to earlier termination as otherwise provided in this Agreement. At the end of the Initial Term, the term of this Agreement shall be automatically renewed for successive one (1) year periods (each a "Renewal Term"), unless either party hereto provides to the other party written notice of termination at least sixty (60) days prior to the commencement of any such Renewal Term.

(d) The License(s) granted herein are subject to the terms of this Agreement, and subject to the following conditions: (1) Supplier may not copy, modify, rent, sell, distribute or transfer any part of the Software, and Supplier agrees to prevent unauthorized copying of the Software; (2) Supplier may not reverse engineer, decompile, or disassemble, or attempt to derive source code from, the Software or any part thereof, or prepare derivative works therefrom; (3) Supplier may not sublicense the Software. Supplier acknowledges that the license to the Software granted to Supplier and its End Users hereunder is limited to the right of concurrent access to the Software and the Supplier Data via telecommunications equipment by web browser to the web site maintained by VOLT through which Supplier and its End Users will be able to connect to and use the Software in connection with the Services. As used herein, "Releases" shall mean bug fixes, enhancements, maintenance releases, error corrections, upgrades, additions, improvements, modifications, extensions, new versions, successor or replacement products of or to any components of the Software created by or for VOLT and made available by VOLT to Supplier or any other party, regardless of how such bug fixes, enhancements, maintenance releases, error corrections, upgrades, additions, improvements, modifications, extensions, new versions or successor or replacement products are marketed or denominated and any and all related intellectual property rights; provided, however, the Release (i) does not adversely affect the Services from operating in accordance with the Documentation; (ii) does not materially reduce the functionality of the Services; and/or (iii) is backward- and

forward-compatible with the Services. Further, as used herein, "Documentation" shall mean in digital, printed or other form, the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation.

(e) Supplier recognizes that a remedy at law for a breach of the provisions of this Agreement will not be adequate for VOLT's protection and, accordingly, VOLT shall have the right, in addition to any other relief and remedies available to it, and without bond and without the necessity of showing actual monetary damages, to obtain specific performance or injunctive relief to enforce the provisions of this Section, and in any proceeding in which VOLT attempts to specifically enforce any or all such provisions, Supplier hereby waives the defense that an adequate remedy at law exists.

(f) Supplier agrees and acknowledges that VOLT requires End Users to agree prior to accessing and using the Software, by "click-through" agreement, to provisions set forth on the attached Exhibit A, which specifically authorizes VOLT to record time and location of end user upon check in and/or check out of the store while using the application. The terms as set forth on Exhibit A are hereby incorporated into this Agreement, and Supplier shall be bound by said terms. Provided however, aside from the authority to agree to the terms in Exhibit A hereto, the Parties hereto acknowledge and agree that no End User shall have any separate or independent authority to bind Supplier to either this Agreement or to any other terms or agreements without the express written authorization of Supplier provided to VOLT.

3. Obligations of VOLT. VOLT will provide the following items as part of the Services:

(a) Access to the Software.

(b) A Supplier administrator website and APIs utilizing the Software to allow Suppliers to upload and manage the basic information for their End Users, and to have a process to:

(i) Request activation and de-activation of End Users;

(ii) View reports based on End User usage and status.

(c) A Supplier End User website utilizing the Software to allow Supplier End Users to upload a personal photo, view certification material, and utilize compliant certification.

(d) Each Supplier administrator with real-time dashboards and access to real time in-store service activity, time, history of visits and

Representatives profile management. Access to basic logs of in-store activity outlining date/time-stamps for each store visit by Supplier's End Users.

(e) The Supplier shall be responsible for direct support of the End User's use of the Services. VOLT shall not maintain a help desk for End User support. However, VOLT shall provide Supplier with the appropriate VOLT personnel contact information for use by the Supplier administrators for technical issues related to the Services.

4. Information from Supplier. Supplier will Provide to VOLT:

(a) Administrators that will be issued a License and be responsible for managing End User data.

(b) Supplier End User data, which shall only include End User's unique ID for WMT VOLT, first and last name, nickname, status (inactive/active), certification, badge photo, and user e-mail address. Supplier End User data shall be limited to only that data necessary for recording End User check-in and check-out information unless expressly and mutually agreed by the Parties hereto.

(c) Such information as VOLT may reasonably request in order to provide the Services under this Agreement, generally agreed to be limited to End User check-in and check-out data. Any information not expressly identified herein shall be provided only upon express mutual agreement of the Parties.

5. License Fees; Suspension for Nonpayment.

(a) The License granted herein shall renew automatically, subject to the termination provisions of Section 7 of this Agreement.

(b) Supplier acknowledges and agrees that VOLT may immediately suspend a Supplier, and such Supplier's End Users', access to the Software and Services in the event that such Supplier fails to remit any past due amount owing to VOLT within thirty (30) business days following written notification from VOLT of such past due amount.

6. License to use Supplier Data.

Supplier hereby grants to VOLT a limited, non-exclusive, non-transferable, royalty-free, revocable license to use and distribute copies of the Supplier Data to the extent necessary to provide the Services. Supplier expressly authorizes VOLT to provide the Supplier Data to Walmart.

7. Termination Rights.

(a) A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement and, if the breaching party fails to cure the breach within thirty (30) days following written notice of the breach. If the event or condition that gives rise to the right of termination is not cured within the cure period, this Agreement will automatically terminate at the end of the said cure period without need for further notice or action. If the noticed breach is cured to the reasonable satisfaction of the non-breaching party within the cure period, then this Agreement shall continue as though no breach had occurred.

(b) Insolvency or Bankruptcy. A party may terminate this Agreement immediately upon written notice if the other party becomes or is declared insolvent, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed for it, enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it, which petition is not dismissed with prejudice within sixty (60) days after filing.

(c) Should Supplier's agreement terminate with Walmart, Supplier may terminate this Agreement with thirty (30) days advance written notice.

(d) Should the Walmart Agreement terminate for any reason, Supplier shall have the right to terminate the Agreement effective at such time as the Walmart Agreement terminates.

8. Acceptable Use Obligations.

(a) Supplier is responsible for any misuse of the Services and the Software by its End Users. Therefore, Supplier must take all reasonable precautions to protect access and use of the Services and the Software by its End Users.

(b) Supplier shall not use the Services or the Software in any manner in violation of applicable law including, but not limited to, by:

(i) Infringing or misappropriating intellectual property rights,

including copyrights, trademarks, service marks, software, patents and trade secrets;

(ii) Displaying, transmitting, storing or making available child pornography materials;

(iii) Transmitting, distributing or storing any material that is unlawful, including encryption software in violation of U.S. export control laws, or that presents a material risk of civil or criminal liability to VOLT or its direct or indirect subsidiaries or affiliates; or

(iv) Displaying, transmitting, storing or publishing information that constitutes libel, slander, defamation, harassment, obscenity, or otherwise violates the privacy or personal rights of any person.

(c) Neither Supplier nor VOLT shall use the Services or the Software to engage in any of the following:

(i) Interfering with, gaining unauthorized access to or otherwise violating the security of the other Party's or another party's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing, including, but not limited to, use in the development, distribution or execution of Internet viruses, worms, denial of service attacks, network flooding or other malicious activities intended to disrupt computer services or destroy data;

(ii) Interfering with the other Party's network or the use and enjoyment of the Services or the Software received by other authorized Suppliers of VOLT;

(iii) Violating personal privacy rights of the other Party. VOLT and the Supplier shall comply with all pertinent laws and regulations governing the privacy of End User data and information;

(iv) Engaging in any activities that either believes, in its sole discretion, might be harmful to that Party's operations, public image or reputation.

9. **General**

(a) Confidentiality.

(i) Walmart Requests. The Parties agree that the terms of this Agreement

may be shared with Walmart by either party upon written request from Walmart.

(ii) Restrictions. Except as otherwise provided under Section 9(a)(i), Supplier and VOLT each agree that, with respect to the Confidential Information of the other party, during the term of the provision of the Services by VOLT to Supplier, and for a period of five (5) years (or in the case of any Confidential Information of a disclosing party that is a "trade secret", for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such recipient party shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use or disclose to any third party any such Confidential Information (except in performance of the Services), except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section committed by any of such party's employees, agents, consultants, contractors, representatives or anyone else who has gained access to such Confidential Information through the recipient party.

(b) Analysis and Distribution of Supplier Data. VOLT will not provide access to Supplier Data except to Supplier, Walmart and its representatives, or any person authorized by Walmart or Supplier. Neither Walmart nor VOLT shall authorize or provide access to Supplier Data to any party except those who are required by written agreement, written and enforceable internal policy, or legally enforceable code of professional responsibility to maintain the confidentiality of the Confidential Information as required by this Agreement. VOLT will have no responsibility for the accuracy of any Supplier Data uploaded or otherwise supplied by Supplier or any person authorized by Supplier. VOLT shall follow breach notification laws in the event of unauthorized access to Supplier Data, and shall immediately notify Supplier of any and all disclosure of Supplier Data to anyone other than Supplier or Walmart.

(c) Maintenance of Supplier Data. For purposes of maintaining Supplier Data, VOLT will not provide access to Supplier Data except to Supplier, Walmart and its representatives, or any person authorized by Supplier. VOLT will have no responsibility for the accuracy of any Supplier Data uploaded or otherwise supplied by Supplier or any person authorized by Supplier to the extent the Supplier Data was provided to VOLT inaccurately.

(d) Independent Contractors. Nothing contained herein shall constitute VOLT and Supplier as partners, agents, joint venturers or in any capacity other than licensor and licensee of computer software, respectively. VOLT and Supplier are independent contractors. Neither shall have the right to bind or obligate the other in any manner whatsoever.

(e) Subcontracting. The Services may be subcontracted or otherwise performed by third parties on behalf of VOLT without the prior consent of Supplier, provided, however, that VOLT will remain responsible for ensuring that any such subcontractor complies with all terms of this Agreement, including, without limitation, confidentiality and limitations on use of the Supplier Data.

(f) Force Majeure. Neither party shall be liable to the other for delay or failure to perform any obligation hereunder resulting from an event of force majeure, including (without limitation) acts of God or of the public enemy, fire, storm, flood, explosion, earthquake, hurricane, riots, wars, hostilities, civil commotion, strikes or labor disputes, interruption of supply, law or regulation, governmental action, or any other cause beyond the control of that party.

(g) Notices. Any notice or communication required or permitted to be given hereunder may be hand-delivered or sent by registered or certified mail, return receipt requested, by facsimile transmission, or by email. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate in writing for its receipt of Notices. A Notice given in the manner prescribed in this Section shall be deemed received (i) when delivered, in the case of personal delivery; (ii) on the third business day following deposit of an item in the U.S. mail, properly addressed and postage prepaid; and (iii) on the date of transmission if sent by facsimile or email. However, where Notice is given to either notify the other party of a breach of this Agreement or of a party's exercise of its termination rights, if such Notice is given by facsimile or email to the other party, a confirmation copy must be either personally delivered or sent by U.S. mail in the manner otherwise permitted for a Notice hereunder.

(h) Counterparts. This Agreement may be executed in counterparts or duplicate originals and facsimile, electronic and digital copies, including properly executed PDF versions of the Agreement, each of which shall be an original, and all of which, taken together, shall constitute one and the same instrument.

(i) Entire Agreement. This Agreement, with attached Exhibits, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior expression of

intent or understanding, oral or written, relating to the subject matter of this Agreement. The recitals to this Agreement are incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the "Click Through Agreement" attached hereto as Exhibit A, or any other schedule, the terms of this Agreement shall control.

(j) Waiver. Any waiver of a failure or delay in performance shall be effective only if in writing and only in accordance with its terms. The waiver of one breach or default shall not constitute the waiver of any subsequent breach or default and shall not act to amend or negate the rights of the parties under this Agreement.

(k) Amendment. This Agreement may be amended only by a writing executed by the party against which such amendment is sought to be enforced.

(l) Assignment. VOLT may assign its rights under this Agreement in VOLT's reasonable discretion upon sixty (60) days prior written notice to Supplier.

(m) Successor and Assigns. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and permitted assigns.

(n) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Arkansas.

(o) Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, its directors, officers, agents and employees from and against any and all claims, liabilities, demands, suits, losses, damages, costs and expenses, including attorney's fees, to the extent arising from or out of the activities or omissions of it and/or its End Users, agents, personnel, employees or contractors, including personal injury and death to any person or damage to or loss of any property, to the extent caused by the negligent acts or omissions of such Party, its agents, personnel, employees or contractors. VOLT shall indemnify, defend and hold harmless Supplier, its directors, officers, agents and employees from and against any and all claims, liabilities, demands, suits, losses, damages, costs and expenses, including attorney's fees, to the extent arising from or out of any third party claim of infringement of any patent, copyright, trademark, or other property right based on the Software or the Services.

(p) Severability. If any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable

statute, rule of law, or public policy, such provision shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect. The parties agree to replace any such invalid, illegal, or unenforceable provision with a new provision that has the most nearly similar permissible legal and economic effect.

(q) Headings. Headings are included in this Agreement as a matter of convenience only and shall not be controlling with regard to the interpretation of this Agreement.

10. Limitation of Liability.

EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION DOES NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS HEREIN, TO ANY BREACH BY SUPPLIER OF THE ACCEPTABLE USE OBLIGATIONS HEREIN, OR TO EITHER PARTY'S BREACH OF ANY CONFIDENTIALITY PROVISIONS CONTAINED HEREIN. FURTHER, SUCH LIMITATIONS DO NOT APPLY TO ANY DAMAGE TO PERSON OR PROPERTY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IN WITNESS WHEREOF, Supplier and VOLT have executed this Agreement on the date(s) set forth below.

VOLT Systems, LLC

By: _____

Name: _____

Title: _____

Date: _____

[SUPPLIER NAME]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

“CLICK THROUGH” AGREEMENT FOR WALMART SUPPLIER END USERS

AGREEMENT TO PERMIT VOLT SYSTEMS, LLC TO RECORD AND REPORT YOUR TIME AND STORE CHECK-IN DATA, AND ADDITIONAL TERMS AND CONDITIONS.

BY YOUR “CLICK” ON THE “APPROVED AND ACCEPTED” ICON AT THE END OF THE TERMS & CONDITIONS AND BY ACCESSING OR USING THE SERVICES OR THE SOFTWARE, YOU AGREE AND ACKNOWLEDGE THAT YOU AGREE TO THESE TERMS & CONDITIONS AND ARE AGREEING THAT YOU PERMIT VOLT SYSTEMS, LLC, A MISSOURI LIMITED LIABILITY COMPANY (HEREINAFTER “VOLT”) TO RECORD AND REPORT YOUR TIME AND LOCATION DURING EACH INSTANCE YOU INDICATE THAT YOU ARE CHECKING INTO OR OUT OF WALMART STORES ACCESSING THE SOFTWARE, AND THAT YOU ARE FURTHER AGREEING TO BE LEGALLY BOUND BY ALL OF THE PROVISIONS SET FORTH IN THESE TERMS & CONDITIONS. If you do not agree to (or cannot comply with) all of the provisions of these Terms & Conditions, you do not have the right to access or use the Services or the Software and must not order, access or use the Services or the Software. **Notwithstanding any provision of these Terms & Conditions to the contrary, if VOLT and the entity that you represent (referred to herein as the “Customer” have entered into a separate written agreement concerning the Services and/or the Software, the provisions of such separate written agreement will prevail over any conflicting provisions of these Terms & Conditions.**

Below are terms and conditions applicable to the Mobile Field Applications SaaS software (the “Software”) and related services (all of the foregoing are collectively referred to herein as the “Services”) furnished by VOLT, as well as the licensing terms for using the Software which may be made available by VOLT in connection with the Services to be furnished between VOLT and WALMART STORES, INC. (“Walmart”) (collectively, such terms and conditions and licensing terms are referred to hereinafter as the “Terms & Conditions”). Please read the Terms & Conditions carefully before accessing or using the Services or the Software.

I. LICENSE: VOLT grants to you a revocable, non-exclusive, non-assignable, limited license to the Software, as such term is herein defined, in machine-readable object code form only, to access and use the Software in connection with the Services. The Software is licensed for use by you and may not be used for processing of third-party data as a service bureau, application Supplier or otherwise. You shall not make any use of the Software in any manner not expressly permitted by these Terms & Conditions.

II. RECORDING OF YOUR ACTIVITIES: You agree that during each instance you indicate you are checking into or out of a Walmart store accessing the Software, the following provisions shall apply:

1. VOLT may record and report your check-in and/or check-out location;
2. VOLT may record and report your time;
3. The information collected by VOLT belongs to Walmart; and
4. The information collected by VOLT will be shared with your employer and Walmart.
5. When you access Walmart’s wireless internet in the Stores, you will be bound by the terms of Walmart’s Wi-Fi terms of use which may be modified from time to time by Walmart. Current terms of use may be found at <https://corporate.walmart.com/privacy-security/wi-fi-terms-of-use>

III. RESTRICTIONS. You agree to the following restrictions. You shall:

1. Not remove any VOLT notices in the Software;
2. Not sell, transfer, rent, lease or sub-license the Software or documentation to any third party;
3. Not alter or modify the Software;

4. Not reverse engineer, disassemble, decompile or attempt to derive source code from the Software, or prepare derivative works therefrom;
5. Not assign, transfer or sublicense all or part of these Terms & Conditions or the Software without the prior written consent of VOLT.

IV. OWNERSHIP OF SOFTWARE: Subject to the provisions of any agreement with Walmart, VOLT owns, and you acknowledge and agree that VOLT owns, the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software and upgrades, updates, modifications, patches and the like related thereto. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

V. DEFINITIONS: "Software" means only the Software program made available by VOLT, and corresponding documentation, associated media, printed materials, electronic documentation, and all updates, upgrades, modifications, patches and the like made to or in connection with said Software program to the extent that such items are not accompanied by a separate license agreement or terms and conditions of use. The Software is proprietary to VOLT and is protected by intellectual property laws and treaties.

VI. WARRANTY DISCLAIMER: THE SERVICES AND ANY RELATED HARDWARE AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND VOLT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE, WARRANTIES AGAINST INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION GIVEN BY VOLT, ITS AGENTS OR EMPLOYEES SHALL CREATE ANY ADDITIONAL WARRANTY. NO MODIFICATION OR ADDITIONAL WARRANTY IS AUTHORIZED UNLESS IT IS SET FORTH IN WRITING, REFERENCES THESE TERMS & CONDITIONS, AND IS SIGNED ON BEHALF OF VOLT BY A CORPORATE OFFICER.

VII. GOVERNING LAW; JURISDICTION: These terms and conditions shall be governed by and construed in accordance with the substantive laws of the state of Arkansas. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this terms and conditions shall be brought against either of the parties exclusively in the courts of the State of Arkansas, Benton County, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Arkansas, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world.

VIII. BINDING AGREEMENT: The provisions of these Terms & Conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IX. INTEGRATION: These Terms & Conditions may be modified, from time to time, by VOLT upon written notice provided to you (including by email or by "click-through" updates on its website). These Terms & Conditions shall not be supplemented or modified by any course of performance, course of dealing or trade usage.